

Captain Ronald L. Campana

PERSONAL DATA:

Date of Birth: October 17, 1947
Marital Status: Married, four children

Honorable discharge U.S.N.R. Lt.(jg) 1975

PROFESSIONAL BACKGROUND:

1993-PRESENT

PARTNER, FEDERAL MARINE BUREAU, INC. An independent Marine/Cargo surveying firm, providing service to the Steamship, Oil Field and Insurance industries. Involved in Cargo Condition Surveys, Damage Condition Surveys, Hull Condition, On/Off Hires, Wharf Damage, Intermodal Equipment, Valuations, Port Captain Service, Grain and Stability Calculations, Owners Representation, Personal Illness, Expert Witness Testimony, Accident Reconstruction, Consulting and Stevedore Protection, Deadweight and Draft Surveys, Barge Surveys.

1983-PRESENT

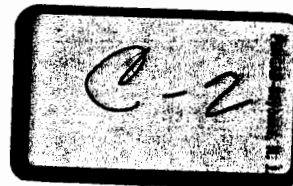
PRESIDENT, Campana Marine Service, Inc. An independent Marine/Cargo surveying firm, providing service to the Steamship, Oil Field and Insurance industries. Involved in Cargo Condition Surveys, Damage Condition Surveys, Hull Condition, On/Off Hires, Wharf Damage, Intermodal Equipment, Valuations, Port Captain Service, Grain and Stability Calculations, Owners Representation, Personal Illness, Expert Witness Testimony, Accident Reconstruction, Consulting and Stevedore Protection, Deadweight and Draft Surveys, Barge Surveys.

1981-1983

Thompson Marine Services, Inc., New Orleans, LA. Staff Surveyor for Gulf Coast area as an independent Marine/Cargo Surveyor.

1972-1981

MASTER, CHIEF/SECOND/THIRD OFFICER. Sailed aboard various company, union and non-union vessels ranging from Great Lake Vessel's, LASH Vessels, Ocean Tankers and Freighters, Oil Field Supply and Tug vessels.



DELISA VS INTEROCEAN UGLAND MANAGEMENT CORP.

1975-1976

PRUDENTIAL LINES, INC., New York, N.Y. *Operation Manager* of all LASH barges worldwide. Responsible for all towing and cargo operations as well as & Maintenance & Repair.

1973

BUNGE GRAIN CORP., New Orleans, La. *Loading Port supervisor* responsible for safe loading of Chartered Bulk Carriers in the Mississippi River.

1971-1972

Ann Arbor Railroad Company, Frankfort, Michigan. Sailed as Chief, Second and Third mate aboard various company vessels under my First Class Pilot license.

EDUCATION

GRADUATE OF THE UNITED STATES MERCHANT MARINE ACADEMY, Kings Point, N.Y. with a Bachelor of Science Degree in Marine Transportation and a Third Mates Ocean unlimited license.

National Cargo Bureau Grain Stability Certificate 1982

PROFESSIONAL LICENSES HELD

MASTER UPON THE OCEANS UNLIMITED TONNAGE PANAMA

MASTER UPON THE OCEANS 1600 TONS US

FIRST CLASS PILOT UPON WATERS LAKE MICHIGAN

PROFESSIONAL ASSOCIATIONS

SOCIETY OF NAVAL ARCHITECHS AND MARINE ENGINEERS, *Member*.

SOCIETY OF ACCREDITED MARINE SURVEYORS, member Deep sea division as well as small craft division, Seal No.161.

Professional Mariners Alliance

KINGS POINT ALUMNI, past President local board.

CAMPANA MARINE SERVICE, INC.

Marine Surveyors & Consultants

3019 N. Arnoult Road
Metairie, Louisiana 70002

Consulting Agreement

This agreement is entered into as of the dates set forth at the end of this Agreement by and between Ronald Campana (here in after "Consultant") and _____ (here in after "Client").

The name or style of this case: _____

Case number :

Court case filed in:

1. Retention

1.1 Consultant will be available to commence work for a Client upon receipt of a retainer.

1.2 Consultant agrees not to work for any other person or party involved in this case on matter relating to this case for two weeks after he is verbally retained, or upon acceptance of the retainer set forth below. Should the two weeks lapse without receipt of a retainer, Consultant is free to accept work from any other party.

2. Services to be performed

2.1 Consultant agrees to perform consulting and/or expert witness services as requested by Client and in connection with such services agrees to perform such investigation, document review, studies and research so as to be able to consult with Client and/or advise Client as an expert witness with respect to Consultant's findings. Consultant agrees to verbally report his facts, conclusions and findings to Client and, if desired by Client, Consultant will prepare a written report and cause it to be sent or delivered to client. Consultant also agrees to assist in trial preparation and to testify as an expert witness in those areas in which he is qualified.

2.2 The full scope of Consultant's work will be determined as the matter proceeds, and will be subject to the needs and requests of Client. Consultant and Client agree that Consultant will be performing services to this Agreement as an Independent Contractor.

2.3 Upon request, Consultant will provide an estimate of the time and costs it will take to perform the work outlined by the Client. If it becomes apparent to Consultant that he will need to exceed the estimates provided to complete his work, he will provide Client with a revised estimate and shall proceed only after being granted permission by Client.

3. Confidentiality

3.1 Consultant agrees to retain all non-public information obtained from Client as confidential and agrees not to release or discuss any of such information unless Consultant has obtained the prior consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

4. Compensation

4.1 Fees are billed to the Client by the tenth of an hour with a minimum charge of 0.2 of an hour as follows:

4.1.1 Travel time at ONE HUNDRED TWENTY FIVE dollars (\$125.00) per hour.

4.1.2 Testimony at deposition or Trial will be at TWO HUNDRED FIFTY dollars (\$250.00) an hour. This rate applies to office or courtroom waiting time as well as actual time testifying. A check for \$ 500.00 is required as prepayment before the deposition can commence, and the opposing counsel must sign a contract to agree to pay any balance within the limits imposed.

4.1.3 All other work including research, report preparation and telephone calls, will be ONE HUNDRED THIRTY- FIVE dollars (\$135.00) per hour.

4.2 When the local area away from the Consultant's office, time is billed from the time of departure from Consultant's office until the time of return.

4.3 Each full day away from the local area (New Orleans, Louisiana) on assignment is billed on the basis of an eight-hour day. Where more than eight hours work and travel is performed in one day, the actual time is billed. Day of departure and day of return are prorated.

4.4 A retainer of ^{ONE}\$1,000 (~~One~~ Thousand Dollars) is charged for each case. This amount is non-refundable minimum fee charged. Billings for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.

4.5 Permission to use Consultant's name or in any way indicate that he is an expert witness or Consultant for Client's side of the case, either informally or formally with other parties, is not granted until the retainer has been paid.

4.6 Not with standing the Agreement of Consultant to bill Client at an hourly rate in one tenth of an hour increments for services performed, the following minimum fees will be due, whether or not Consultant is required to spend the amount of time necessary to result in these minimum fees if time was charged on an hourly basis. The minimum fees and types of services exclusive of travel to which they apply are as follows:

4.6.1 Attendance at a deposition either to assist client or to testify as an expert witness a minimum of \$500.00 will be charged.

4.6.2 The above are minimum billings and if actual time spent results in an amount due which exceeds these minimums, then the actual amount will be due.

4.7 Fees and rates, once established for a job, will not be increased for that job even though fees or rates may increase for new jobs for a period of one year. Twelve months after being retained, fees may be raised to those currently charged other clients at that time but shall not exceed 10% per year.

6. Expenses

6.1 Travel and miscellaneous expenses, including long distance calls, are charged at cost. Travel by car is at the rate of sixty cents a mile.

6.2 Travel will be performed by the most economical means compatible with the Client's time constraints except that **business class** air travel / accommodations will be used for all flights including cumulative time where connecting flights are required.

The following is the fee schedule for Captain Ronald L. Campana regarding any and all legal work performed for attorneys as well as court or deposition appearances. All work is subject to signed agreements, a copy of which is attached to this schedule.

Fee Schedule

- | | |
|----------------------------------|-----------------------------------|
| 1) Hourly fee for all legal work | \$ 135.00/hr + contract /expenses |
| 2) Depositions | \$ 250.00/hr + contract/expenses |
| 3) Court testimony | \$1,000.00 per day + expenses |

7. **Billings**

7.1 Invoices will be tendered after the end of each month. A detailed breakdown is furnished itemizing each charge for the month. Billings from the previous month not paid will be noted as "Previous Balance". Payments made out to Campana Marine are due 30 days after the invoice date.

7.2 The payment of all fees and expenses is the responsibility of the Client not with standing Client's relationship with third parties, contingency arrangements, subrogation, etc.

As a convenience, Consultant may agree to prepare separate billings for an attorney taking Consultant's discovery deposition, but the responsibility for payments remains that of the Client. Failure to include a chargeable item in one billing shall not constitute a waiver of the right to assess the charges in a subsequent billing.

7.3 Questions concerning specific billings are welcomed and requests for corrections must be submitted within 30 days after date of billing in question.

8. **Termination**

8.1 Client may terminate this Agreement upon 15 days written notice for any reason. Upon termination of Consultants services by Client, Client shall immediately pay all fees and expenses incurred by Consultant, subject to receipt of an appropriate bill.

8.2 Consultant may terminate this Agreement upon fifteen (15) days written notice if payments are not made within 60 days of the date billing is mailed. This does not relieve Client in any way from payment for services rendered or expenses incurred.

9. **Dispute Resolution**

9.1 The parties agree that any action which is required to be filed to enforce the terms of this Agreement may be filed in the city of New Orleans, State of Louisiana, but this shall not preclude either party from bringing an action in any other county which represents the proper venue for such an action.

9.2 In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the Client agrees to pay reasonable attorney's fees and all costs and expenses incurred by Consultant, provided that Consultant is the prevailing party in said matter either by settlement, litigation or otherwise.

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Governing Law

10.1 The laws of the State of Louisiana shall govern all actions arising out of the performance of this Agreement.

The parties do hereby execute this Agreement at the places set forth below on the date set forth below.

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Hold Harmless Clause

11.1 Client agrees to indemnify, defend and hold harmless Ronald L. Campana personally and Campana Marine Service, Inc., in the event either or both is made party or threatened to be made a party, in any type of proceeding or legal action whatsoever. This will include any frivolous or baseless causes of action, which may be filed against them by reasons of their involvement in this lawsuit.

This will also include all investigations, recommendations, the preparation and giving of any opinions or statements in connection therewith.

Client agrees to indemnify, defend and hold harmless Ronald L. Campana personally and Campana Marine Service, Inc., in the event of any of the above occurring, providing Campana and or Campana Marine Service, Inc. acted at all times in good faith and in a manner they reasonably believed to be in the best interests of the Client

The rights provided hereby shall not be deemed exclusive of any other right to which Indemnity may be entitled at law or otherwise.

If any provision of this Agreement shall be found to be invalid, this shall not affect the validity of the other provisions of the Agreement, which shall remain in full force.

Date - 5/11/99

Location - Metairie, Louisiana


 Captain Ronald L. Campana, Consultant

Date

Location -

For and on behalf of _____

**CAMPANA MARINE SERVICE, INC.
MARINE SURVEYORS AND CONSULTANTS
3019 N. ARNOULT ROAD
METAIRIE, LA 70002**

FEE AGREEMENT FOR DEPOSITION

The expert testimony of Captain Ronald L. Campana in the above captioned matter is scheduled for _____, 1999, at the office of

_____. Our technical legal fee for expert testimony and travel time is \$ 250.00 per hour, with a minimum of two hours, after which billing will be at .1 hr intervals.

A check for \$ 500.00 will be required prior to the start of the deposition, and will be deducted from the total amount due. We request that full payment be made within 15 days, our statement for services will be submitted following the deposition, if further time is taken. Failure to make a timely payment will result in a late fee of 1.5 % per month interest, plus all costs for collection including attorneys fees.

Signed and Agreed : 
Captain Ronald L. Campana

Signed and Agreed : _____